# ***Confidentiality Agreement*** ***Effective Date: September X, 2012***

In order to protect confidential information, relating to research, development, business plans, and other technology including materials ("information") which may be disclosed between them, National Center for Advancing Translational Science (NCATS) National Institutes of Health (NIH) and XYZ, Inc. (“XYZ” or the "Collaborator"), intending to be legally bound, agree that:

1. The Disclosers and Receivers are: NCATS and XYZ, as both of the Parties will be disclosing and receiving confidential information.
2. A Party ("Disclosing Party" or “Disclosing Parties”) may disclose information to the other(s) ("Receiving Party" or “Receiving Parties”). The Parties’ representatives for disclosing or receiving information (is known):

For NCATS: add other names

For XYZ: add names

1. The Parties will be exchanging Information under this Agreement which is described as follows: 1) discuss possibility of entering into a research collaboration and/or other formal collaborative arrangement(s) to conduct research aimed at ……; 2) ???other data to be shared Please edit as needed
2. This Agreement controls only information that is disclosed to the Receiving Party/ies between the following dates:

March X, 2011 and March X, 2011 (edit dates as needed; if there will be only a one-time transfer then just list that date)

The Receiving Party/ies will not disclose the Information of the Disclosing Party/ies to any person except its employees, consultants, or subcontractors to whom it is necessary to disclose the information for the purposes described above, and any such disclosures shall be under terms at least as restrictive as those specified herein. Any of the persons mentioned above who are given access to the Information shall be informed of this Agreement. The Receiving Party/ies shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party/ies uses to protect its own confidential Information.

1. The Receiving Party/ies’s duties under this Agreement shall apply only to Information in any written document, memorandum, report, correspondence, drawing, or other material, or computer software or program, developed or prepared by the Disclosing Party/ies or any of its representatives which have been clearly marked

"Confidential." Oral disclosures must be reduced to

writing and marked "Confidential" within fourteen (14) days after disclosure to be considered confidential information. Disclosures in the form of tangible products or materials (including biological materials) must be transmitted to the Receiving Party/ies under NIH's Material Transfer Agreement and a written memorandum must be attached to this Agreement to be considered confidential under this Agreement.

1. Notwithstanding any other provision of this Agreement, Information shall not include any item of information, data, patent or idea which: (a) is within the public domain prior to the time of the disclosure by the Disclosing Party/ies to the Receiving Party/ies or thereafter becomes within the public domain other than as a result of disclosure by the Receiving Party/ies or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the Receiving Party/ies; (c) is acquired by the Receiving Party/ies from a third party not under an obligation of confidentially; or (d) is hereafter independently developed by the Receiving Party/ies, without reference to the information received from the Disclosing Party/ies.
2. The Receiving Party/ies agrees to return all information, including materials, received from the Disclosing Party/ies at the request of the Disclosing Party/ies except that the Receiving Party/ies may retain in its confidential files one copy of written Information for record purposes only.
3. In the event that the Receiving Party/ies or anyone to whom it transmits the Information pursuant to this Agreement becomes legally required to disclose any such Information, the Receiving Party/ies shall provide the Disclosing Party/ies with prompt notice and consult with the Disclosing Party/ies prior to any disclosure.
4. This Agreement is to be made under and shall be construed in accordance with Federal laws as applied by the Federal Courts in the District of Columbia and constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and merges any and all prior agreements, understandings and representations. The Agreement may not be superseded, amended or modified except by written agreement between the parties hereto. This Agreement will remain in effect for three years.
5. For the convenience of the Parties, this Agreement may be executed and transmitted by facsimile or email in Portable Document Format (PDF), and in counterparts, each of which shall be deemed to be an original, and each of which taken together, shall constitute one agreement binding on all the Parties.

National Center for Advancing Translational Science (NCATS)

National Institutes of Health (NIH)

9800 Medical Center Drive

Building B, Suite 3005

Rockville, MD 20852

Tel: 301-217-2589

Fax: 301-217-5736

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Title

Institution Name

Address

Address

Address

Address

Tel:

Email:

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Title

[Note: Only one authorized rep needs to sign this CDA; other “concurrence” signatures by the participants are optional]

ADD ADDITIONAL SIGNATURE BLOCKS AS NEEDED FOR ADDITIONAL INVESTIGATORS (not required)